

Hengyang's shipment of cargo aboard the M/V Temira in 2007. I make this declaration based on my personal knowledge of the matters described herein.

2. In keeping with our normal practice and, I believe, the normal practice of shipping agents generally, Hunan Suntua, requested and received periodic updates regarding the movement of the M/V Temira and the condition of Hengyang's cargo on board, from the point Hengyang delivered the cargo to us at Changshu Harbor until the vessel arrived at Ravenna Harbor and the cargo was unloaded. We reported unusual events, if any, to Hengyang.

3. It has always been the case, in my experience, that when the vessel owner detains or places a lien on the cargo at the port of discharge, for any reason, it notifies the charterer, which then reports such detention or lien to the subcharterer or shipper. In this case, we were never notified that the vessel owner, Plamar Navigation Ltd. ("Plamar"), had detained or placed a lien on the Shipper's cargo. I believe this is because Plamar never detained or placed a lien on such cargo.

4. I have reviewed the fixture note attached as Exhibit B to the Declaration of Shang Yufeng. This fixture note came from Hunan Suntua's file and was entered into in connection with the shipments of Hengyang's cargo. We provided a copy of this fixture note to the Hengyang, at their request, after Hengyang received Plaintiff's Complaint. To the best of my knowledge, and in keeping with our ordinary practice, we did not provide this fixture note to Hengyang at or before the time we delivered the bills of lading to them.

5. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on September 9, 2009

TANG YINQIU

本人汤银球，现依照《美国法典》第28章第1746条，作出如下声明：

1. 本人是湖南顺达国际物流有限公司（“湖南顺达”）单证部的经理。湖南顺达是衡阳钢管集团国际贸易有限公司（“衡钢”，本案被告之一）的货运代理公司。我部门全权负责安排衡钢于 2007 年以特米拉号运输货物的工作。我基于个人对案件的了解，作出此份声明。

2. 按照我们惯常的作法，而且，我认为也是货运代理公司普遍的惯常做法，湖南顺达自衡钢在常熟港将货物交给我们之时起，到船舶抵达拉文纳港且货物被卸载期间，定期地就特米拉号的活动、以及衡钢在船舶上货物的情况进行询问并收到一些最新的消息。如有任何异常状况，我们会向衡钢进行汇报。

3. 根据我的经验，通常的情况是：不论何种原因，当船东在卸货港扣押或留置货物时，他都会通知租家，租家再将扣押或留置的情况向他的租家或者托运人反映。在本案中，我们从未获知，船主——即 Plamar Navigation Ltd.（“Plamar”）曾扣押或留置托运人的货物。我认为，这是因为 Plamar 从未试图扣押或留置这些货物。

4. 我已经看过了尚豫峰《声明书》中作为附件 B 的租船确认书。该份租船确认书来自于湖南顺达的档案文件，并且其签订是与货物运输有关的。在衡钢收到原告的起诉状后，我们根据托运人的要求向他们提供了该租船确认书的副本。据我所知并根据我们惯常的做法，当我们在向托运人交付提单的时候或在此之前，我们并未将此租船确认书提

5. 我声明前述内容真实正确，否则我将受到美国法律下关于作伪证的制裁。

签署日期：2009 年 9 月 9 日

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